	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Adult Day Services Service Specification Acquired Brain Injury Waiver</p>
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WAIVER SERVICE SPECIFICATION

1.0 SERVICE DEFINITION

1.1 Adult Day Services are divided into the following two (2) levels of service:

1.1.1 Level I or Basic Adult Day Services (aka Adult Day Care) encompasses both health and social services needed to ensure the optimal functioning of the client. Services are generally furnished 4 or more hours per day on a regularly scheduled basis, for one or more days per week, or as specified in the service plan, in a non-institutional, community-based setting, encompassing both health and social services needed to ensure the optimal functioning of the participant. Meals provided as part of these services shall not constitute a "full nutritional regimen" (3 meals per day).

1.1.2 Level II or Enhanced ABI Adult Day Services is intended to provide an additional reimbursement for the additional staff time needed to care for clients who demonstrate ongoing behavioral patterns and/or ADL dependencies which increase the amount of staff time needed to care for those clients. The behavior and need for intervention must occur at least weekly, and be documented as such.

1.2 In the event of conflict between these specifications and the 4402 Regulations for Adult Day Care Facilities as published in the Delaware Administrative Code, the higher standard or requirement will apply.

2.0 SERVICE GOAL

2.0 The goal of the Adult Day Services program is to provide health services, recreation and socialization in a safe and supportive community-based environment.

3.0 SERVICE UNIT

3.1 There are four (4) units of service for Adult Day Service.

3.1.1 Level I - Half day rate: up to 4.5 hours.

3.1.2 Level I - Full day rate: 4.5 hours or more.

3.1.3 Level II - Half day rate: up to 4.5 hours.


3.1.4 Level II - Full day rate: 4.5 hours or more.

3.2 Transportation is to be incorporated in the unit rate.

3.3 Adult Day Services may not be billed during the same period of the day as Day Habilitation services.

3.4 There is a limit of no more than four (4) days per week of either or combined levels of Adult day Service and the Day Habilitation service. Exceptions must be prior authorized by the designated case management provider and/or the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).



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4.0 SERVICE AREA

- 4.1 Providers are permitted to serve sub-areas of the state.

5.0 SERVICE LOCATION

- 5.1 Adult Day Services must be provided in a community-based setting.


6.0 SERVICE DESCRIPTION

- 6.1 Adult Day Services are to be prior-authorized by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) or authorized agent. Providers of ADS must be currently licensed by the State of Delaware as an Adult Day Care Facility.
- 6.2 Transportation must be provided as an integral part of Adult Day Services. Time spent in travel to and from the Adult Day Service facility is permitted to be included as part of the calculation in determining half day and full date units.

7.0 SERVICE STANDARDS

- 7.1 The provider must comply with all applicable Federal, State, and local rules, regulations, and laws applying to the provision of the service.
- 7.2 The provider shall not enter into any subcontracts for any portion of the coordination of services covered by this contract without obtaining prior written approval from DSAAPD. The provider must develop and maintain policies and procedures for the delivery of Adult Day Services.
- 7.3 The provider must admit the participant into the day habilitation program within seven (7) calendar days of referral.
- 7.4 The provider must notify DSAAPD or designated case management provider if services are not started within thirty (30) calendar days of referral.
- 7.5 The provider must develop a participant-centered care plan that addresses:
- 7.5.1 Health Supervision
 - 7.5.2 Personal Care
 - 7.5.3 Socialization
 - 7.5.4 Recreation
 - 7.5.5 Activities
 - 7.5.6 Transportation
- 7.6 The provider must keep the designated case management provider informed of all service delivery concerns including missed appointment, inability to locate the participant, escalation of problems that threaten the safe continuation of that participant's service plan, complaints, and grievances and discharge notices.



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- 7.7 The provider must not knowingly admit, nor continue to provide services for participants whose needs cannot be met by the program.
- 7.8 The provider must maintain the participant's attendance records indicating time of arrival and departure.
- 7.9 The provider will make a reasonable effort to confer with DSAAPD and the designated case management provider to resolve problems that threaten the continuity of a participant's service. Any decision to terminate service will be discussed first with DSAAPD, the case management provider, and then the participant before action is taken. DSAAPD, the case management provider and the participant will be notified in writing not less than fourteen (14) calendar days in advance of the provider's intent to terminate a participant who continues to be eligible for Long Term Care Medicaid services. The letter shall include reasons for termination and steps taken by the provider to resolve problems prior to termination.
- 7.10 The provider must notify DSAAPD or designated case management provider and participant in writing two (2) weeks prior to termination of services. The notification shall include reasons for the termination and steps taken by the provider to resolve the issues.
- 7.11 The provider must give DSAAPD thirty (30) days written notice if terminating five (5) or more participants at a given time.
- 7.12 The provider must allow DSAAPD access to participant records, case assessments, care plans, case notes, and billing. This documentation must be available to DSAAPD upon request.
- 7.13 The provider must comply with DSAAPD quality assurance initiatives related to this program.

